

# Carriers Legal Liability Proposal



Period of Insurance From  To  at 12 midnight New Zealand time

## IMPORTANT NOTICES

### Your duty of disclosure

Subject to the rights set out in the Criminal Records ("Clean Slate") Act 2004, you are under a duty to disclose all material information to Vero Marine whether the information is asked for or not. Material information is information that might influence our decision to insure you and if so on what terms and/or premium. All information given must be complete and correct. If you have any doubt as to whether a fact is material then it should be disclosed.

The duty to disclose all material information occurs prior to the commencement of cover, if the contract is varied, and prior to each renewal. Failure to disclose all material information may result in Vero Marine avoiding your insurance policy. This means your policy would be deemed never to have existed and any claims would not be payable.

### Privacy Act 2020

This Proposal collects personal information in order to evaluate your insurance requirements for the purpose of deciding whether to issue insurance cover and if so on what terms. The information collected will be held by Vero Insurance New Zealand Limited, 48 Shortland Street, Auckland. Failure to provide any personal information requested by Vero Marine may result in your application for insurance being declined.

Individuals have a right to request access to, and correction of, their personal information, subject to the provisions of the Privacy Act 2020.

## YOUR DETAILS

Have you been insured with Vero Marine before? No  Yes  If yes, what was your policy number?

Carrier's name

Main base address

Coordinates: Latitude  Longitude

**NOTE: If there is more than one base, please provide details separately in your covering email**

Website URL

## GOODS CARRIED

TYPE	% BY VOLUME
General merchandise	%
Fragile goods	%
Whitegoods	%
Bulk goods	%
Timber	%

TYPE*	% BY VOLUME
Chilled foods	%
Frozen foods	%
Fruit / vegetables	%
Livestock	%
Office removals	%
Valuable cargo**	%
Wine and spirits	%

TYPE*	% BY VOLUME
Aircraft, including helicopters	%
Dangerous goods (consumer)	%
Dangerous goods (industrial)	%
Hazardous substances (consumer)	%
Hazardous substances (industrial)	%
Household goods & personal effects	%
Tobacco / tobacco products	%

\*These goods are usually excluded unless specifically agreed by your Vero Marine underwriter

\*\*Valuable Cargo means bullion, precious metal objects, precious stones, jewellery, bank notes, coins, bonds, negotiable instruments or securities of any kind, antiques, and works of art.



Vero Marine is underwritten by Vero Insurance New Zealand Limited  
PO Box 1759 Auckland | 0508 856 856 | +64 9 363 2600  
veromarine@veromarine.co.nz | www.vero.co.nz/marine



## OPERATION

Specific area of operation in New Zealand

Do you own your own vehicles/trailers? No  Yes  Number of owned vehicles/trailers

Description

**NOTE: If more than one vehicle/trailer please provide details separately in your covering email**

Number of: Employed drivers  Owner-drivers  Subcontractors

**NOTE: Please provide separate details of any security checks undertaken when drivers are hired**

Do you test your drivers for drugs/alcohol:  
when first employed? No  Yes  randomly? No  Yes  after an incident or issue? No  Yes

Do you use technology to monitor driver behaviour, including fatigue, and vehicle speed? No  Yes

If yes, please provide:  
• technology name  
• description of what you are monitoring when it is used  
• frequency of use

Do you contract out carriage to other carriers? No  Yes  **NOTE: Cover under this policy does NOT extend to contract carriers**

Do you engage in contract carriage for another carrier? No  Yes

If yes, what procedures do you have in place to verify damage at the time you accept the goods?

Please advise types of transits:

On what terms do you carry goods?

% Local carriage (metropolitan/around town)

% of income at Limited Carriers Risk (LCR)

% Line haul (journey including travel outside a radius of 250km from the point of origin)

% of income at Owner's Risk

% of income at Declared Terms or Declared Value

100% Total

100% Total

LCR limit of liability required per vehicle/location NZD  Policy standard is NZD 2,000,000

LCR gross freight revenues: last 12 months actual NZD  next 12 months estimated NZD

## CONTRACTS

Do you have any: Declared Term contracts? No  Yes  Revenue generated NZD   
Declared Value contracts? No  Yes  Revenue generated NZD   
Contracts including bulk shipment contracts where freight is charged per unit carried e.g. by volume (per litre etc.) or by weight (per kg etc.) or by any unit less than the entire load? No  Yes  Revenue generated NZD

Do these terms apply to all subcontractors? No  Yes

**NOTE: Please attach a copy of each contract in which you carry goods under these terms. These factors are materially important in analysing a carrier's legal liability.**

Do you have standard terms and conditions for LCR contracts? No  Yes

Have you updated your standard terms and conditions to the Contract and Commercial Law Act 2017? No  Yes

## CLAIMS HISTORY

Please provide details of all claims or losses over the last five years. Please also attach a claims printout from your insurer

Year	Amount	Cause	Rollover?	Deductible amount
			No <input type="checkbox"/> Yes <input type="checkbox"/>	
			No <input type="checkbox"/> Yes <input type="checkbox"/>	
			No <input type="checkbox"/> Yes <input type="checkbox"/>	
			No <input type="checkbox"/> Yes <input type="checkbox"/>	
			No <input type="checkbox"/> Yes <input type="checkbox"/>	

## QUESTIONNAIRE (these questions must be answered)

- Name of current Insurer  Policy expiry/renewal date
- In the last 10 years, have you (i.e. any party you wish named in the policy schedule) been declared bankrupt, insolvent or ever entered into an arrangement with creditors? No  Yes
- Have you (i.e. any party you wish named in the policy schedule), ever:
  - Had any insurance declined, cancelled, avoided, renewal refused, terms or conditions imposed or claim declined? No  Yes
  - Been accused of any criminal activity or had any criminal convictions, or acquittals or have any criminal prosecutions pending? No  Yes

[The information sought by this question is subject to the rights set out in the Criminal Records (Clean Slate) Act 2004]
- Is there any further information likely to affect Vero Marine's acceptance of this proposal? No  Yes

If you have answered "Yes" to any of the above questions, please provide full details and dates in your covering email. Details should also include the name of Insurance Company(s) and policy number(s) where applicable.

## DECLARATION

By completing and submitting this proposal form, I/we declared that to the best of my/our knowledge and belief these particulars are true, complete and correct. Subject to any right I/we have under the Clean Slate Act, I/we have not withheld any information or any other material fact likely to affect the provision of cover by Vero Marine.

**I/We declare that:**

- Subject to any right I/we have under the Clean Slate Act, the information given is in every respect correct and complete and all material information, including details of previous losses/claims, has been disclosed to Vero Marine.
- This proposal shall be the basis of the contract between Vero Marine and myself/ourselves; and I am/we are willing to accept cover subject to Vero Marine's policy terms, conditions, exclusions and any special terms they may require.
- I/We are fully authorised to complete and sign this proposal on behalf of the person(s) named in the proposal.

**I/We authorise:**

- Vero Marine to give and obtain from other insurance companies, insurance brokers, the Insurance Claims Register Ltd or any other party any information relating to this or any other insurance held or previously held by me/us and any claim(s) made by me/us.
- Vero Marine to use my/our personal information to advise me/us of Vero's products and/or services.

**I/We undertake** to inform Vero Marine immediately of any material events or changes in circumstances which occur after the commencement of this policy and whenever the contract is varied or renewed.

Signed by

Relationship to Proposer (if not signed by the Proposer)

**This insurance will not be in force until this proposal has been accepted by Vero Marine**